CLARK COUNTY
STAFF REPORT

DEPARTMENT: Public Works, Clean Water Division

DATE: June 15, 2021

REQUESTED ACTION: Approve resolution waiving statutory bidding requirements for Aquarius
                         Next Generation sole source software, and authorize County Manger to
                         sign a services agreement with Aquarius Informatics Inc.

                         __X__ Consent _____ Hearing _____ County Manager

BACKGROUND

Public Works Clean Water Division, or Clean Water, collects, houses, and manages continuous stream stage, temperature, and conductivity data collected at multiple stream gage sites for several monitoring projects required under the county's Phase I Municipal Stormwater Permit.

Clean Water staff currently use sole source Aquarius Time-Series version 3.10 software by Aquatic Informatics, Inc. (3.10) to efficiently store, manage, and analyze continuous hydrology data. However, this county server-based 3.10 version will be obsolete by September 2021 due to Microsoft Silverlight being no longer supported. It is possible that the 3.10 version will continue to function as it is currently after September, but any needed upgrades to the software will not be possible. Aquarius Next Generation (NG) is a sole source cloud-based data management platform that replaces 3.10.

The initial cost to switch from 3.10 to NG is $20,508.05 ($10,508.05 annual subscription fee, $2,000 cloud set up fee and a one-time $8,000 data integration fee). The $20,508.05 dollar amount is a promotional offer to existing small use clients. Waiting until September 2021 when Microsoft Silverlight is no longer supported to purchase Aquarius NG would make Clark County a new client with a total cost of $35,000 ($25,000 annual subscription fee and a one-time $10,000 data integration fee) for the same needed services.

Included in the attached services agreement is a one-year subscription for Clark County to store, manage, and analyze continuous data at up to 50 locations, access the rating development toolbox to calculate stage/discharge ratings. Aquatic Informatics, Inc. will provide existing data migration from the county's server to the cloud. An estimated 10 hours of staff time and effort per year will also be saved by not having to maintain these data on a county server by moving it to the cloud supported and maintained by Aquatic Informatics, Inc.

The agreement supports Clean Water's efforts to collect and manage continuous time-series data for permit required monitoring projects.

COUNCIL POLICY IMPLICATIONS

This action does not impact council policy.

ADMINISTRATIVE POLICY IMPLICATIONS

This submittal neither changes nor creates county policy. It does support permit compliance and the current county program to monitor the health of county streams.

COMMUNITY OUTREACH

Continuous data collected and stored in Aquarius Next Generation (NG) will be available to the public upon request.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	$20,508.05
Grant Fund Dollar Amount	N/A
Account	4420/Clean Water
Company Name	Aquatic Informatics, Inc.

DISTRIBUTION:

Council staff will post all staff reports to the web. https://www.clark.wa.gov/council-meetings

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ATTACHMENTS: (1) Sole Source Resolution; (2) AQI Services Agreement Clark County; (3) Quote No. 00010051; and (4) PowerPoint.

Jeff Schnabel
_____
Jeff Schnabel
Interim Clean Water Division Manager

Ahmad Qayoumi
_____
Ahmad Qayoumi, PE
Public Works Director/County Engineer

Cherie Sabug
_____
Cherie Sabug for Eva Haney, CGFM
Finance Division Manager

Primary Staff Contact: Chad Hoxeng, Ext. 4018

APPROVED: *Eileen O'Brien*
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: June 15, 2021

SR# 109-21

RESOLUTION No. 2021-06-16

A RESOLUTION regarding the waiving of statutory competitive bidding requirements.

WHEREAS, the Clean Water Division of Clark County Public Works manages county stormwater issues in accord with the Washington Department of Ecology National Pollutant Discharge Elimination System (NPDES) Phase I Municipal Stormwater Permit (Permit); and,

WHEREAS, the current NPDES permit went into effect August 1, 2019, and lists monitoring requirements for urban streams in the Lower Columbia River Region, to include collecting continuous hydrologic data, per S8.A.3.a; and,

WHEREAS, Aquatic Informatics, Inc. provides software (Aquarius NG) to store, manage and analyze the hydrologic data; and,

WHEREAS, the software opportunities provided by Aquatic Informatics, Inc. appear to comply with the requirements of the Permit regarding reporting of hydrologic data, and a diligent search has not revealed other programs that similarly address those same requirements; and,

WHEREAS, the hydrologic software services provided by Aquatic Informatics, Inc. are only available through contract, which would usually require competitive bidding pursuant to RCW 39.26.120; and,

WHEREAS, the legislative body of the County, through resolution, may waive competitive bidding requirements for services that are provided through a sole source, per RCW 39.26.125 and 39.04.280; and,

WHEREAS, the County Council finds that Aquatic Informatics, Inc., is the sole source of services to house and manage continuous hydrology data.

THEREFORE, be it ORDERED and RESOLVED by the Clark County Council as follows:

The competitive bidding requirement of RCWs 39.04 and 39.26 should be, and the same are hereby, waived and Clark County Public Works, Clean Water Division is authorized to enter into a Professional Services Agreement with Aquatic Informatics, Inc.

Copies of this resolution shall be filed with the Clark County Auditor, Clark County General Services (Purchasing), and the records of the County Councilors, Clark County, Washington, and shall be in effect on the date of adoption.

DATED this 15th day of _____June_____, 2021.

CLARK COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

_____
Clerk to the Council

By:_____
Eileen Quiring O'Brien, Chair

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By: *Curtis Burns*
_____
Curtis Burns
Deputy Prosecutor – Civil Division

By:_____
Temple Lentz, District 1

By:_____
Julie Olson, District 2

By:_____
Karen Dill Bowerman, District 3

By:_____
Gary Medvigy, District 4

SERVICES AGREEMENT

Clark County 1300 Franklin Street PO Box 5000 Vancouver, Washington 98660, United States (**"Subscriber"**)	- and -	**Aquatic Informatics USA Inc** 1999 Broadway, Suite 830 Denver, Colorado 80202, United States (**"Provider"** or **"AQI"**)

A.   This Service Agreement (the "**Agreement**") is between Provider and Subscriber seeking to obtain Provider's service offerings.

B.   Provider provides certain service offerings to you (more particularly described in Schedule A including related professional services ("the Service Offerings" or "Services") upon the terms and conditions set out in this Agreement. By using the Service Offerings, Subscriber agrees to abide by the terms of this Agreement.

C.   This Agreement includes the following Schedules, each of which are incorporated into and form part of this Agreement. Schedule E prevails over the Agreement and any other Schedules to the extent necessary to resolve any inconsistency:

- Schedule A - Description of Service Offerings
- Schedule B - Subscription Term and payment terms
- Schedule C - Support and Maintenance
- Schedule D - Service Levels
- Schedule E – Provider's Standard Terms and Conditions

1. Service Offering.
1.1 Provider will provide the Service Offerings to Subscriber in accordance with applicable laws and regulations, under the terms of this Agreement and in accordance with Provider-supplied product offering documentation. Provider has the following responsibilities in addition to those set out in this Agreement.

a)   Provider will implement reasonable measures to help you secure Subscriber Content against accidental or unlawful loss, access or disclosure.
b)   Provider will maintain an industry-standard security environment.
c)   Provider may provide you (via designated technical resources) with various levels of training in the use of the Service Offering.
d)   Provider may provide you with setup, implementation, data-migration, go-live support, ongoing support and other services in relation to the Services Offering. These other services will be described in Schedule A.
e)   The Service Offerings will be provided at the service levels set out in Schedule D.
f)   To the limited extent that any personally-identifiable information or organizationally-identifiable information (collectively "PII") is provided by you as Content to be used with the Services Offering, such PII will be treated as Subscriber's Confidential Information and used by Provider only on the terms set out in this Agreement and in accordance with Provider's privacy policy.

1.2 Provider will support your use of the Service Offerings and will maintain the Service Offering in the manner set out in Schedule C and this Agreement. Such support and maintenance is provided on condition that you are current in all payments due to Provider.

1.3 On your request Provider may provide optional professional services ("PS") to you. Such PS will be provided on mutually agreed terms set out in a Schedule to this agreement, a Quote, or a Statements of Work (all described as "SOW") and may include, for example, Software installation, implementation and additional training. Additionally:
 (a) Your responsibilities and Provider's responsibilities, project schedules, milestones, deliverables with respect to PS and its delivery will be set out in the SOW.
 (b) Provider's PS and the SOW will be provided on the basis of assumptions and information set out in the information you have provided to Provider. If such assumptions/information provided by you is incorrect then you acknowledge that milestones, schedules, deliverables or pricing of PS may require adjustment. If required, such adjustments will be mutually agreed in writing.
(c)   Charges for PS commenced in accordance with SOW milestones or schedules are non-cancellable once commenced. Unless this Agreement is terminated by Subscriber for cause, PS will be provided in accordance with SOW milestones or schedules and charged on the basis of those milestones and schedules even if deliverables set out such SOW can not be delivered due to Subscriber's act, omission or delay.

1.4 Subscriber's responsibility generally are as follows.
a)   The Service Offering is only for your use. You may not provide the Services to any other parties in any manner, including as a service bureau or application service provider.
b)   In using the Service Offering, You will adhere to all applicable laws, rules, and regulations.
c)   To use the Service Offering You must create a user account associated with a valid email address. You are responsible for that user account's security, for all activities that occur under that account and for strictly monitoring who has user account access. You will immediately contact us immediately if you believe that a user account has been compromised or is being used by unauthorized persons.
d)   You may use the Service Offerings only in accordance with any documentation and acceptable use policies.

1.5 You are responsible for the accuracy, quality, integrity rights to use and legality of data processed using the Service Offering. You are responsible for ensuring you have the right to use any data, text, audio, video, images, software, lab samples, operational readings, field readings, or other similar content ("Content") you input into the Services Offering. More particularly it is your responsibility to ensure the following:

a)   that Your Content is compatible with then-current interfaces for a Service Offering;

b)   that Your Content complies with the terms of this Agreement, with applicable law and regulation and any Provider AUP; and

c)   that You are responsible for dealing with any legal claims relating to Your Content including any intellectual property-related claims.

1.6   No other services are provided with the Service Offering unless mutually agreed to otherwise. Provider may modify this Agreement at any time by providing you at least 90 days advance notice. The modified terms will become effective on the terms as notified. By continuing to use the Service Offerings after the effective date of any Agreement modifications, you agree to be bound by the modified terms.   If you do not agree to such modifications, you may terminate this Agreement without penalty to either party.

2. Fees and Payment

2.1.   Fees charged for the Services Offering are set out in Schedule B. All such fees are payable on a net 30 days basis without setoff or counterclaim, and without any deduction or withholding. Provider will notify you if there are any fees charged for new options applicable to the Service Offering or if there are fee increases.   Overdue invoices will accrue interest at the rate of 1.5% of the outstanding balance per month

3. Consequences of breach

3.1   Provider may terminate this Agreement and your Service Offering access to the Services if you breach, the Agreement or use the Services Offering in a way that: (i) poses a security risk to Provider or any third party, (ii) may adversely impact the Service Offerings, Provider or a third party's operations, (iii) may subject Provider or any third party to liability, or (iv) may be fraudulent; or (v) breaches applicable law or regulation.

Provider will give Subscriber written notice of such breach. If such breach is not corrected in the time required by the Provider, the Provider may terminate this Agreement.

3.2. Instead of termination Provider may choose to suspend your right to access or use any portion or all of the Service Offering. In such event;

a)   you remain responsible for all fees and charges you have incurred through the date of suspension;

b)   you remain responsible for any applicable Service Offering fees for any Service Offerings modules to which you continue to have access (including hosting, data storage fees or fees for in-process tasks completed after the date of suspension; and

c)   you will not be entitled to any service credits for any period of suspension.

Provider's right to suspend Subscriber's access or use the Service Offerings is in addition to Provider's termination rights set out in this Agreement.

4. Term; Termination

4.1.   This Agreement becomes effective when this Agreement is signed by both Subscriber and Provider. The term of this Agreement shall commence when Provider sends Subscriber login credentials in accordance withSchedule B and is for the length of time stated in Schedule B ("Subscription Term").   If not stated in Schedule B the Subscription Term will be for a yearly term and will automatically renew for successive yearly periods unless a party notifies the other in writing not less than thirty (30) days prior to expiration of intent to not renew.

4.2   Additionally, this Agreement shall terminate in each of the following events:

a)   Either party may terminate this Agreement if the other becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other and is not dismissed within 30 days following commencement thereof.

b)   Either party may terminate this Agreement for cause upon 30 days advance notice to the other if there is any material default or breach of this Agreement by the other, unless the defaulting party has cured the material default or breach within the 30 day notice period.

c)   Termination as set forth in Section 3.1.

If this Agreement is terminated for cause by Subscriber, then Provider shall refund Subscriber any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon termination for cause by Provider, Subscriber shall pay any unpaid fees covering the remainder of the Subscription Term after the effective date of termination. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

4.3. Any post-termination assistance additional to that described below is subject to mutual written agreement.

a)   Generally. Upon any termination of this Agreement:
(i)   all your rights under this Agreement immediately terminate;
(ii)   you remain responsible for all fees you have incurred through the date of termination, including fees for in-process tasks completed after the date of termination;
(iii)   you will immediately return or, if instructed by us, destroy all Provider Content in your possession.

b)   Post-Termination Assistance. Following termination:
(i)   unless notified otherwise by you, for a period of 30 days following termination we will not erase any of your Content as a result of the termination in order to allow you retrieve your Content;
(ii)   you may retrieve your Content from the Service Offering only if you have paid all fees due to Provider;
(iii)   if more than 30 days post-termination are required for you to retrieve all of your Content, you will be charged for a month-to-month subscription service for each additional 30 day period you require to retrieve your Content;
(iv)   upon retrieval of your Content, you may instruct Provider to destroy all copies of your Content stored on the Service Offering and request Provider to provide certification in writing that all your Content has been destroyed within 15 days of Provider receiving Subscriber instructions; and
(v)   we will provide you with the same post-termination data retrieval assistance that we generally make available to all subscribers on a time and materials basis at our then stated hourly rates.

5. Proprietary Rights and confidentiality
5.1 Ownership.
a)   "Proprietary Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Provider considers proprietary. All Proprietary Information and intellectual property rights, title and interest, including copyright and trade secret rights in and to anything associated with the Service Offering and the Provider Content remains that of Provider. As between Provider and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all of Subscriber's Content. No right or license is granted hereby to Subscriber or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Provider, except for the limited use licenses implied by law.

b)   Subscriber shall not (i) permit any third party to access the Service Offerings except as expressly permitted, (ii) create derivative works based on the Service Offerings, (iii) copy, frame or mirror any part or content of the Services, (iv) reverse engineer the Service Offerings, or (v) access the Service Offerings in order to build a competitive product or service, or copy any features, functions or graphics of the Service Offerings.

d)   Using the Services it is possible to collect aggregated anonymized data in which all personal identifiers have been removed, such that the information could not reasonably be used to identify an individual, which is collected and stored without association with PII and does not identify Subscriber or any of Subscriber's personnel in any way ("Aggregated Data"). Provider may collect, use and disclose such Aggregated Data for any purposes including for research, analysis, reporting and to further develop the Service Offerings and ancillary services. Provider has exclusive ownership, use, and distribution rights to such Aggregated Data for any purpose, including, but not limited to, advertising, marketing, and promotion of opportunities to other clients and prospective clients of the Service Offerings.

5.2 "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties Content, business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Agreement, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is: at the time of disclosure, or thereafter becomes part of the public domain without any violation of this Agreement by the Recipient; already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser; following the date of this Agreement is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

5.3 Confidentiality. The following terms apply to Confidential Information and the ownership thereof. All Confidential Information is owned by the respective parties. Neither party will, at any time, whether before or after the termination of this Agreement, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing. Each party will hold the other's Confidential Information in confidence and will protect each other's Confidential Information with the same degree of care with which it treats its own Confidential Information, but in no case with any less degree than reasonable care. For certainty, Recipient and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Provider and will not transfer or disclose it without Providers prior written consent, or use it for the manufacture, procurement, servicing or calibration of Work or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without Provider's prior written consent. Confidential Information may be disclosed to a party only to employees or consultants having a need-to-know provided such parties are bound by confidentiality obligations. If Confidential Information is disclosed inadvertently the disclosing party will immediately notify the other party and will assist the other party in remedying the confidentiality breach. If Confidential Information is required to be disclosed pursuant to a valid subpoena, governmental order, judicial order or other operation of law the disclosing party will immediately notify the other party and will assist the other party seeking a protective order or other similar appropriate remedy in order to limit the Confidential Information disclosure to the extent possible or practicable.

6. Miscellaneous.
6.1   The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

6.2   Sections 5 and 6 and any other sections that may be reasonably construed as intended to survive shall survive termination of this Agreement.

6.3   Upon consent by Provider, this Agreement may be used for cooperative procurement by any public or municipal body, entity, agency or institution, If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, the Agreement may be extended to such other entities for the procurement of similar products and/or services provided to Subscriber and at fees in accordance with the Agreement unless separately negotiated between such other entities and Provider. Further related entities participating in a cooperative procurement process shall place their own orders directly with Provider. Provider and such other entities will fully and independently administer their own separate contracting processes but all in accordance with substantially similar contracting processes as set out in this Agreement.

Provider and Subscriber have executed this Agreement as of the date below.

PROVIDER		[SUBSCRIBER]	
Date:	_____	Date:	June 15, 2021
Per:	_____	Per:	Kathleen Otto
Name:	_____	Name:	Kathleen Otto
Title:	_____	Title:	County Manager
	I/We have authority to bind the corporation.		I/We have authority to bind the corporation.

Description of Services Provided (See Schedule B for Subscription Term & Payment Terms):

The services being offered to Clark County by Aquatic Informatics are outlined below.

AQUARIUS Cloud Service:

Clark County already owns their AQUARIUS Time-Series licences so AQI will bring those existing licences in AQUARIUS Cloud. Aquatic Informatics will install the latest release of AQUARIUS Time-Series.

AQUARIUS Connect Express will be installed. Hot Folders are currently being used in 3.10 and those will be converted to AQConnect.

Clark County will have 1 Production Environment which will have the following licences:
1 x AQUARIUS Server small which allows you to manage up to 50 locations
1 x AQUARIUS Time-Series user
1 x AQUARIUS Rating development tool

● AI will manage the IT infrastructure and all the upgrades to the AQUARIUS Time-Series and AQUARIUS Connect for a period of 1 year. We also upgrade and maintain the Microsoft components that are required to run our solution.
●Clark County will still be in charge of configuring their AQUARIUS Time-Series instance and AQConnect and all integrations.

Description of Professional Services Provided (See Schedule B for Payment Terms):

● AI will also provide standard data migration from AQUARIUS 3.10 to AQUARIUS 2020.4 (or most recent) during the transition to our cloud at no additional cost if the contract is signed before the end of May 2021. After that time the migration will have a cost of $10,000.

Schedule B
Subscription Term and Payment Terms

1   Subscription Term
1.1   The Subscription Term begins when AI sends login credentials to the Subscriber (Table 1). The Subscription Term begins regardless of whether or not the Professional Services (Table 2) have been delivered.

1.2   The Subscription Term is for one (1) year, and thereafter renews automatically for successive one (1) year periods unless either party gives the other party 30 days written notice of its intent not to renew this Agreement prior to the expiration of the then current term.

2   Payment Terms
2.1   The Annual Subscription Fee is payable on the date when Provider sends login credentials to Subscriber (Table 1). The Subscription Term commences regardless of whether or not Professional Services (Table 2) have been delivered or have commenced.

2.2   Professional Services and One-Time Fees are payable on delivery of services unless stated otherwise (Table 2).

2.3   Subscriber shall pay the Annual Subscription Fee each year thereafter. Provider may amend its fees for any renewal term on 30 days notice to Subscriber given prior to the expiration of the current term. Any applicable taxes are not included in this fee.

3   Annual Subscription Fees
3.1   The Subscriber agrees to pay the annual subscription fees for the use of the Services Offering modules listed in Table 1 below and the provided One-Time Services listed in Table 2 below.

3.2   Subscriber acknowledges that additional modules, additional systems/facilities being managed, or additional users to those listed below may require adjustments in pricing. Subscriber certifies that the information is accurate and agrees to notify AQI of any material change in the information.

Table 1. Recurring Services Offering and Annual Subscription Fees

Recurring Services Offering	Annual Subscription Fee
AQUARIUS Cloud BYOL Service- 1 Year Subscription	USD $ 10,508.05
Total Annual Subscription Fee	USD $ 10,508.05

Table 2. Professional Services Offering and One-Time Fees

Services Description	One-Time Fee
AQUARIUS Cloud Service - Cloud Instance Setup Fee for BYOL	USD$ 2,000
AQUARIUS 3.10 Data Migration (Small)	USD$ 8,000
Total One-Time Fee	USD$ 10,000

Schedule C
Support and Maintenance of Service Offerings

Support and maintenance is provided with all Service Offerings.

Provider will maintain the Service Offerings at the latest release making new enhancements and improvements available as part of Provider's development methodology.   In addition to regular maintenance of the Service Offerings, Provider will support Subscriber by answering queries from technically-trained users designated by Subscriber and resolve such queries in a manner set out below

1.0   DEFINITIONS

(a)   **"Case priority 1"** means the Service Offering has a system outage or does not work per user documentation, business operations have been severely disrupted and no work around is immediately available;

(b)   **"Case priority 2"** means the Service Offering does not work per user documentation, business operations can continue in a restricted fashion (although long-term productivity might be adversely affected) and no work around is immediately available;

(c)   **"Case priority 3"** means the Service Offering does not work per user documentation, impaired operations of some components, but allows the user to continue use, a work around exists but it is not obvious or is difficult and as a result there is significant impact productivity or efficiency;

(d)   **"Case priority 4"** means the Service Offering does not work per user documentation, business operations are not significantly impacted;

(e)   **"Case priority 5"** means the Service Offering does not work per user documentation and does not affect business operations or does not work as expected and is not in user documentation or is an enhancement request;

(f)   **"Documentation"** means the instruction manual or help on the Service Offering;

(g)   **"Operating Hours"** are 7:30 am – 5:00 pm (Mon – Fri) Pacific Time excluding Province of British Columbia and Canadian statutory holidays via the Vancouver, Canada office, 6:00 am - 6:00 pm (Mon - Fri); Mountain Time excluding State of Colorado and US statutory holidays via the Denver, Colorado office and 9:00 am - 5:00 pm (Mon – Fri); Australian Eastern Standard Time excluding Tasmanian and Australian statutory holidays via Hobart, Australia office;

(h)   **"Resolution"** means one or more of the following outcomes: a) a mutually acceptable work around, b) a configuration/data change or c) a Service Offering Change;

(i)   **"Service Offering Change"** means changes to Service Offering functionality;

2.0   SUPPORT AND MAINTENANCE SERVICES

2.1   Description of Services. During any Subscription Term and subject to the provisions of this Agreement, AQI will use commercially reasonable efforts to provide the following Support and Maintenance Services:

(a)   Live telephone support with a support representative during Operating Hours;

(b)   Email support during Operating Hours;

(c)   Live Web conferencing with a support representative during Operating Hours where required to understand the support case;

(d)   Case tracking through our online case tracking system; and

(e)   Access to an online Support Portal 24 hours a day, 7 days a week.

2.2   Support Service Level Agreement

Case Priority	Initial Response	Target Time to Resolution
1	1 business day or sooner	2 business days

2	1 business day	3 business days
3	1 business day	10 business days
4	1 business day	At Provider's discretion
5	At Provider's discretion	At Provider's discretion

(a) Provider's recovery time objective (being the maximum time period between a Service Offering is reported to be out of service/unavailable and when that same Service Offering is restored ("RTO") is 2 business days.

(b) Provider's recovery point objective (being the time period when data may be lost from the Service Offering since the last backup of data ("RPO") is 24 calendar hours.

(c) Initial Response and Target Time to Resolution time periods start once a case is logged in Provider's Support Portal.

(d) Resolution times may exceed the Target Time to Resolution time targets depending on the complexity involved in determining the root cause of the case and the complexity of finding a resolution for it. Should this situation arise for priority 1 or 2 cases, the Subscriber will be provided a credit towards their next Annual Subscription Fee calculated as follows:

a. Credit = Annual Subscription Fee X ((Number of business days in excess of Target Time in a given Subscription Term) / (Total Number of business days in the same Subscription Term))

(e) The credit for any Subscription Term cannot exceed the Annual Subscription Fee.

(f) Subscription Term Credits can only be used as a rebate toward the purchase of a subsequent Subscription Term and otherwise has no cash value.

(g) Subscription Term Credits are Subscriber's sole remedy if resolution times exceed the Target Time to Resolution.

2.3 <u>Resolution of Service Offering Anomaly</u>. A Service Offering anomaly will be considered to be resolved when:

(a) the Service Offering is working in substantial accordance with the Documentation when operated on the supported hardware, operating system and peripheral as designated by Provider; or

(b) Provider has advised the Subscriber of one of the following:

(i) how to correct or bypass the Service Offering anomaly;

(ii) that the anomaly falls within an exception to this Agreement.

3.0 <u>EXCEPTIONS</u>

3.1 <u>Support and Maintenance Exclusions</u>.   Maintenance and Support Services are not provided for and do not apply to:

(a) third party software and middleware or services;

(b) when the Subscriber is in breach of this Agreement or any other agreement between Provider and the Subscriber;

(c) the Service Offering being improperly implemented;

(d) Hardware, peripherals (including printers) or software other than the Service Offering;

(e) Anomalies in the Service Offering that are not reproducible; or

(f) Anomalies, damage or problems in the Service Offering or its operation caused by:

i.an incompatible or non-functioning configuration, operating system or hardware system;

ii.accident, abuse or misapplication for which Provider is not responsible;

iii.malfunction or non-performance of products supplied by third parties;

iv.use contrary to its intended purpose or contrary to the Documentation; or

v.any other matters beyond AQI's control.

3.2   Third Party Vendors. The Subscriber will look solely to the third party vendors of third party software, middleware, hardware or peripheral if there are any anomalies, damage or problems to the Service Offering in or caused by such software, middleware, hardware and/or peripheral.

3.3   Interfaces. AQI will not be responsible for any of the Subscriber's integration requirements for the Service Offering resulting from a Subscriber's use of third party vendors who may not integrate with the Service Offering.

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Schedule D
Service Levels

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<u>Service Commitment</u>

Provider will use commercially reasonable efforts to make Service Offerings available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any calendar month (the "Service Commitment"). In the event Service Offerings do not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

<u>Definitions</u>

1)   "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which Service Offerings, as applicable, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Service Offerings SLA Exclusion (defined below).
2)   "Unavailable" means Your Service Offering has no external (to/from internet) connectivity.
3)   A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

<u>Service Commitments and Service Credits</u>

Service Credits are calculated as a percentage of the total monthly-equivalent charges paid by you (excluding one-time payments such as upfront payments made for initial instance setup) for Service Offerings in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit %
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

We will apply any Service Credits only against future Service Offerings payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from Provider. A Service Credit will be applicable and issued only if the credit amount for the applicable billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other billing account. Unless otherwise provided in the Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by Provider to provide Service Offerings is the receipt of a Service Credit (if eligible) in accordance with the terms of this Schedule.

<u>Credit Request and Payment Procedures</u>

To receive a Service Credit, you must submit a claim by opening a support case with Provider. To be eligible, the credit request must be received by us no later than calendar 15 days after the end of the billing cycle that the unavailability incident occurred within and must include:

1)   the words "Service Offerings SLA Credit Request" in the subject line;
2)   the dates and times of each Unavailability incident that you are claiming;
3)   the URL(s) to the affected Service Offerings instance(s); and
4)   your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one month after your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

<u>Service Offerings SLA Exclusions</u>

The Service Commitment does not apply to any unavailability, suspension or termination of Service Offerings, or any other Service Offerings performance issues: (i) that result from a suspension of your Service Offering for reasons set out in the Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the infrastructure provider for Service Offerings); (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from failures of individual instances not attributable to Service Offerings Unavailability; (vi) that result from any maintenance as provided for pursuant to the Agreement; (vii) arising from our suspension and termination of your right to use Service Offerings in accordance with the Agreement; or (viii) arising from downtime related to scheduled maintenance windows (defined below) (collectively, the "Service Offerings SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Scheduled Maintenance Windows

From time to time, your Service Offering instance may require maintenance to upgrade or repair hardware or software that will cause downtime and therefore unavailability to you. We will notify you at least 7 calendar days before such maintenance is required and provide an estimate of the duration required to perform the maintenance. Most maintenance can be performed with less than 2 hours of downtime but some may take longer.
We will work with you to schedule a start time & date for the maintenance (a scheduled maintenance window) that is mutually acceptable to you and us. Once maintenance has started at the agreed time, we will use commercially reasonable efforts to return your Service Offerings instance(s) to service within the estimated duration window – but this will not always be possible due to unforeseen complications that may arise.

Scheduled Maintenance Windows are excluded from the Service Offerings SLA.

Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Aquatic Informatics ULC or other selling entity listed on the accompanying software, service or other agreement accompanying these Terms and Conditions ("Seller") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Seller and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Seller and Buyer which apply to this offer and any resulting order or contract for the sale of Seller's goods and/or services ("Work").

1. APPLICABLE TERMS & CONDITIONS

These Terms & Conditions of Sale are contained directly and/or by reference in Seller's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Seller's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Seller's offer; (ii) acknowledgement of Buyer's order by Seller; or (iii) commencement of any performance by Seller pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. PRICES

All prices, unless stated otherwise, are in U.S. dollars and are based on delivery as stated above unless otherwise quoted by Seller. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of the Work. Buyer will either pay any and all such charges or provide Seller with acceptable exemption certificates, which obligation survives performance under this Contract.

3. LIMITED WARRANTY

Seller warrants that Work sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific Work purchased.. Seller warrants that Work furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the Work. Parts provided by Seller in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Seller shall become the property of Seller. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Work not meeting this Limited Warranty is at Seller's option: repair, replacement, or credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Seller is willing to provide such replacement, credit or refund.

4. INDEMNIFICATION

Any and all indemnification obligations imposed upon Seller are limited to the extent of those damages proportionately caused by Seller's breach of the Contract, negligence, wrongful conduct, or violations of law. In no case is Seller liable for any damages caused by negligence, misuse or misapplication of Work by others. Buyer shall defend, indemnify and hold harmless Seller against any and all damages to the extent cause by misuse or misapplication of Work, breach of this Contract, negligence, wrongful conduct, or violations of law by Buyer or its affiliates or those employed by, controlled by or in privity with them, and Buyer agrees to so defend and indemnify Seller.

5. PATENT PROTECTION

Subject to all limitations of liability provided herein, Seller will, with respect to any Work of Seller's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any Canadian or U.S. patent (or European patent for Work that Seller sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Work sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Seller does not undertake the defense thereof, provided that Buyer promptly notifies Seller of such suit and offers Seller either (i) full and exclusive control of the defense of such suit when Work of Seller only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Seller are also involved. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Work according to their applications as envisioned by Seller's specifications. In case the Work are in such suit held to constitute infringement and the use of the Work is enjoined, Seller will, at its own expense and at its option, either procure for Buyer the right to continue using such Work or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Work and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Seller for patent infringement by the Work. Further, to the same extent as set forth in Seller's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Seller for patent infringement related to (a) any goods manufactured to the Buyer's design, (b) services provided in accordance with the Buyer's instructions, or (c) Seller's Work when used in combination with any other devices, parts or software not provided by Seller hereunder.

6. SOFTWARE AND DATA

All licenses to Seller's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Seller's software : Seller grants Buyer only a personal, non-exclusive license to access and use the software provided by Seller with Work purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Work. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Work, Seller may obtain, receive, or collect data or information, including data produced by the Work. In such cases, Buyer grants Seller a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Seller and its affiliates.

7. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS AND RELATED COMPANY POLICIES

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Seller represents that all Work delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Work, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Work and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Seller Work or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Seller Work or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Seller, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Seller asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to

this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

8. FORCE MAJEURE

Seller is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Seller by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Seller may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

9. NON-ASSIGNMENT AND WAIVER

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Seller's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

10. LIMITATION OF LIABILITY

None of the Seller Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Work purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Seller Indemnified Parties arising out of the performance or nonperformance hereunder or Seller's obligations in connection with the design, manufacture, sale, delivery, and/or use of Work will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Seller for Work delivered hereunder.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the Province of British Columbia, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Seller and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the Province of British Columbia, if Buyer has minimum contacts with British Columbia and, (ii) elsewhere in Canada if Buyer has minimum contacts with Canada, but not British Columbia, (iii) in the State of Washington if Buyer does not have minimum contacts with Canada.

12. FUNDS TRANSFERS. Buyer and Seller both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Seller and speaking with Seller's accounts receivable contract before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

13. ENTIRE AGREEMENT & MODIFICATION

These Terms & Conditions of Sale and accompanying software or service agreement constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Seller unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Seller. Seller rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Seller's acceptance of Buyer's order for the described Work.

Quote 00010051

Details:	Created On: 13 May 2021 Expires On: 30 Jun 2021
Prepared For:	Chad Hoxeng 3603972121 chad.hoxeng@clark.wa.gov Clark County Environmental Services Clark County Office of Budget 1300 Franklin Street PO Box 5000 Vancouver, Washington 98660 United States
Submitted By:	Isabelle Chenier 778-372-3640 isabelle.chenier@aquaticinformatics.com

AQUATIC Informatics

Quote Summary

Product	Sales Price	Term	Qty	Total Price
AQ-PC-BYOL-1 **AQUARIUS Cloud BYOL Service - 1 Year Subscription**	$10,508.05	12 mos	1.0	$10,508.05
AQC-SETUP-BYOL **AQUARIUS Cloud Service - Cloud Instance Setup Fee for BYOL** *This service consists of the provisioning of a new AQUARIUS Cloud instance. This service does not include configuration of AQUARIUS products. This service also consists of the transition to a Cloud hosted instance from an existing AQUARIUS on-premise installation. The service includes the replication of integrations between existing AQUARIUS products, but does not include the integration of any custom or third-party connections or applications ('custom' includes custom integrations completed previously by AI). The service will be considered delivered when AI Support Staff provides you with login credentials, and the customer has verified the data has been correctly restored to the Cloud Instance and all AQUARIUS integrations have been replicated.*	$2,000.00		1.0	$2,000.00

AQTS-3.10-MIG-S	$8,000.00		1.0	$8,000.00
AQUARIUS 3.10 Data Migration (Small)				

This service consists of the upgrade of data (up to 50 locations) from AQUARIUS Time Series (AQTS) 3.10 to AQTS "NG". AQI will perform up to 3 iterations of the upgrade. Each iteration will consist of the following steps:
1. Customer - Sends AQTS 3.10 Database Backup To AQI
2. AQI - Performs Upgrade & Compiles List Of Issues For Customer Review
3. AQI - Delivers Customer's AQTS NG Database (For On-Premise Customers AQI Will Deliver To sFTP Server: For AQUARIUS Cloud Customers AQI Will Restore To Cloud Server)
4. AQI - Schedules Meeting To Explain Issues Found And What Customer Actions Are Required
5. Customer - Restores AQTS NG Database (On-Premise Only), Reviews The Upgraded Data And Alerts AQI To Any Issues
6. Customer - Resolves Issues in AQTS 3.10 Database

This service is considered delivered at the completion of the 3rd iteration, or once AQI and customer agree all issues have been resolved (whichever comes first). This service does not include custom configuration or requests outside of the standard upgrade process. Custom requests, or requests for additional iterations, may incur additional charges.

Prerequisites:
Prior to purchasing this service, the customer must:
- Review all material on the Support Portal related to the upgrade process (https://aquaticinformatics.deskpro.com/en/kb/articles/aquarius-time-series-3-x-server-to-ng-upgrade-links).
- For cloud deployments: purchase AQUARIUS Cloud.
- For on-premise deployments: secure the infrastructure required to install AQTS NG.

AQ-PC-TS-CONNECT-EXPRESS	$0.00	12 mos	1.0	$0.00
AQUARIUS Cloud (Internal Use Only) - Connect Express				

AQUARIUS Cloud (Internal Use Only) - Connect Express

AQ-PC-TS-SRV-S	$0.00	12 mos	1.0	$0.00
AQUARIUS Cloud (Internal Use Only) - Time-Series Server (Small)				

AQUARIUS Cloud (Internal Use Only) - Time-Series Server supporting up to 50 monitoring locations

AQ-PC-TS-SERVER-USER	$0.00	12 mos	1.0	$0.00
AQUARIUS Cloud (Internal Use Only) - Time-Series User License				

AQUARIUS Cloud (Internal Use Only) - Time-Series User

AQ-PC-TS-RATING-TOOLBOX

AQUARIUS Cloud (Internal Use Only) - Time-Series Rating Tool License	$0.00	12 mos	1.0	$0.00

AQUARIUS Cloud (Internal Use Only) - Time-Series Rating Development Tool

Summary of Products & Services

Software Licenses (One-Time License Fees): $0.00 USD
Professional Services (One-Time Service Fees): $10,000.00 USD
Recurring Annual Fees (SaaS & SMA): $10,508.05 USD

GRAND TOTAL: **$20,508.05 USD**

Ordering Instructions

If this quote is acceptable, please provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to isabelle.chenier@aquaticinformatics.com and please reference quote **00010051**.

Isabelle Chenier
778-372-3640
isabelle.chenier@aquaticinformatics.com

Aquatic Informatics USA Inc.
1999 Broadway, Suite 830
Denver, CO 80202
FEIN: 30-0873064

Aquarius Informatics Inc. Services Agreement

Clark County Public Works – Clean Water Division

June 2021

REQUESTED ACTION

1. Execute a resolution waiving of statutory competitive bidding requirements for Aquarius Time-Series sole source software.

2. Authorize the county manager to sign a Services Agreement with Aquarius Informatics Inc.

Background

- Public Works Clean Water Division collects, houses, and manages continuous stream stage, temperature, and conductivity data collected at multiple stream gage sites for several monitoring projects required under the county's Phase I Municipal Stormwater Permit.

- Currently use Aquarius Time Series version 3.10 software, however, this version will no longer be supported by September 2021.

- Aquarius Next Generation (NG) is a sole source cloud-based data management platform that replaces 3.10.

- The initial cost to switch from 3.10 to NG is $20,508.05 ($10,508.05 annual subscription fee, $2,000 cloud set up fee and a one-time $8,000 data integration fee).

- Aquatic Informatics, Inc. will provide existing data migration from the county's server to the cloud.

- The agreement supports Clean Water's efforts to collect and manage continuous time-series data for permit required monitoring projects.